

# AGENDA ITEM

## US FOREST SERVICE COST/SHARE SUMMARY Supplement No. 12 Lolo National Forest

June 18, 2007

### RIGHT-OF-WAY-APPLICATION FILE NO. 14291

***I.***     **Applicant:**

USDA-Forest Service  
Region 1  
Lolo National Forest  
Missoula MT 59808

***II.***     **Purpose of Reciprocal Cost-Share Agreement:**

State land is intermingled with private and US Forest Service lands administered by the Lolo National Forest. In order for both the State of Montana and the US Forest Service to gain legal access, it is necessary to exchange easements as provided by the Master Cost/Share Agreement with the US Forest Service.

***III.***     **Legal Description:**

The State of Montana and the US Forest Service in the following described lands will exchange standard Cost/Share easements with Right-of-Way widths between 60 and 66 feet: Sections 9, 10, 14, 15, 16, and 23, Township 17 North, Range 26 West P.M.M.

***IV.***     **General Information:**

Tributary area, right of way area, and miles of road are summarized as follows:

	State Share	USFS Share	Total
<b>Tributary Area:</b>	954 Acres	6,122 Acres *	7,076 Acres
<b>Right of Way Area:</b>	21.34 Acres	24.01 Acres	45.35 Acres
<b>Miles of Road:</b>	2.67 Miles @ 66'	2.34 Mi @ 66' +0.60 Mi @ 60'	5.61 Miles

**\*ROW widths are 66' except on those segments of Flat-Pardee Road where the USFS only has the ability to assign ROW width of 60 feet. USFS Share includes all non-State ownerships in the tributary area.**

**Land Office:** SWLO  
**Unit Office:** Missoula  
**County:** Mineral  
**Beneficiary:** C.S., P.B. and D.& D.A.  
**Lessee Agreement:** N/A  
**Land Classification:** Forest

**V. Costs to be Borne by Each Party:**

Excess costs, by land value and road costs, were determined by negotiation with the USFS Lolo National Forest in accordance with the principals found in the Master Cost Share Agreement. The Summary of Shares and Excess Costs for Supplement 12 are summarized as follows:

	EXCESS COSTS	
	Gov't Owes State	State Owes Gov't
Land Value	\$ 1,352.00	\$ 2,900.00
Road Costs	\$ 7,949.00	\$ 17,081.00
Total Value/Costs	\$ 9,301.00	\$ 19,981.00
<b>Amount Owed*</b>	<b>\$ 0.00</b>	<b>\$10,680.00</b>

**\*Upon approval by the Land Board and exchange of deeds, the State of Montana owes the USFS \$10,680.00, which will be applied to the Master Cost Share Balance Sheet.**

**VI. Results of MEPA Analysis:**

The Missoula Unit Manager prepared the Environmental Assessment (MEPA) for the proposed project. The Trust Lands Program Manager for the Southwestern Land Office, approved the Categorical Exclusion. The USFS prepared and approved a Categorical Exclusion (NEPA) for the project. All roads involved in this project are existing and no comments were received by the Department regarding this Cost Share project.

**VII. Benefits to State:**

1. The easements obtained provide permanent access to State Trust Lands totaling 954 acres in Sections 10, 14 and 16 Township 17 North, Range 26 West, P.M.M., Lake County, Montana.
2. The main US Forest Service Roads covered by this supplement are maintained as "open roads" which allows for motorized public access to both State and Federal land (Pardee-Flat Road #7871).
3. The completion of a Cost/Share project allows for the State to gain access controlled by the USFS across private ownerships. Further, the State is able to partially recover reconstruction costs as part of a timber sale thereby reducing the cost of easement acquisition.
4. This Cost Share Agreement is consistent with the Administrative Rules pertaining to transportation planning (A.R.M. 36.11.421), which involve planning and coordinating department needs with adjacent landowners.
5. This is the most cost effective method of obtaining All Lawful Purposes Access due to the sharing of road construction and maintenance costs on an equitable basis with an adjacent landowner.
6. Permanent, all lawful purpose access increases current and future management options on State trust land for trust beneficiaries. While the State may choose not to realize these benefits in the short term, the long-term values and options are enhanced as a result of the ability to explore all future land uses and revenue options.

7. As land values in Mineral County continue to escalate and properties are subdivided, the State of Montana's ability to secure access is expected to become more difficult (dealing with multiple owners) and cost prohibitive.

***VIII.* Recommendation/Action:**

After review of the documents, exhibits, and benefits to the State, the Director of the Department of Natural Resources and Conservation recommends approval of the Flat-Pardee Cost Share Supplement No. 12 with the US Forest Service.

EXHIBIT E

Authorization ID \_\_\_\_\_  
Contact ID \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

FS-2700-9e (9/96)  
OMB No. 0596-0082

**U. S. DEPARTMENT OF AGRICULTURE**  
**Forest Service**  
**NON-COST SHARE EASEMENT**  
**National Forest Roads and Trails Act,**  
**October 13, 1964, (P. L. 88-657) 36 CFR 251.50, et seq**

THIS EASEMENT, dated this \_\_\_\_ day of \_\_\_\_\_ (Month/Year), from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to State of Montana, acting by and through the Department of Natural Resources and Conservation, hereinafter called Grantee.

WITNESSETH:

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 U.S.C. 532-538), for a road over certain lands owned by the United States in the County of \_\_\_\_\_ (Name), State of \_\_\_\_\_ (Name), and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor, for and in consideration of the grant of reciprocal easements received by Grantor, does hereby grant to Grantee, its successors and assigns, and to successors in interest to any lands now owned or hereafter acquired by Grantee (hereinafter collectively referred to as Grantee), subject to existing easements and valid rights, a perpetual easement for a road along and across a strip of land, hereinafter defined as the premises, (over and across the following described lands in the County of \_\_\_\_\_ (Name), State of \_\_\_\_\_ (Name);) (over and across the lands in the County of \_\_\_\_\_ (Name) State of \_\_\_\_\_ (Name), as described on exhibit A attached hereto). 1/

The word "premises" when used herein means said strip of land whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

**USER NOTE; SELECT THE APPROPRIATE LOCATION DESCRIPTION.**  
**Delete instructions and the non-applicable description prior to printing.**

The location of said premises is shown (approximately) on exhibit \_\_\_\_\_ attached hereto.)

Said premises are described more specifically by a centerline description contained in exhibit \_\_\_\_\_ attached hereto.

Said premises shall be \_\_\_\_\_ (Give Description) on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline of the premises granted. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the additional lands traversed; if any land described herein is not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, assignees, and successors in interest:

- A. Grantee shall comply with all applicable State and Federal laws, Executive orders, and Federal rules and regulations, except that no present or future administrative rule or regulation shall reduce the rights herein expressly granted.
- B. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.
- C. Grantee shall have the right to use the road on the premises without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or resources, now or hereafter owned or controlled. Grantee alone may extend such rights and privileges for use of the premises to others.
- D. The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the Forest Supervisor. Application for such approval must be in writing and specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.
- E. The rights herein conveyed do not include the right to use the road for access to developments used for short or long-term residential purposes, unless and until traffic control regulations, rules, and other provisions to accommodate such use of the road are agreed upon by the Grantor and Grantee.

The foregoing notwithstanding, this easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, and assignees:

- 1. The right to use the roads without cost for all purposes deemed necessary or desirable by Grantor in connection with the protection and administration of Grantor's lands or resources, now or hereafter owned or controlled, Provided: That such right of use shall not include use of the road by the public or use for heavy hauling except to remove timber cut on the premises in construction or maintenance of the road.
- 2. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with use of the road.
- 3. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

**USER NOTE: IF APPLICABLE INCLUDE THE FOLLOWING.**

**Delete instructions and wording if not applicable.**

Provided that as long as the \_\_\_\_\_ (Name/Title) Road Right-of-Way Construction and Use Agreement dated \_\_\_\_\_ (Insert Date) remains in full force and effect, the terms and conditions thereof shall govern all aspects of use of the premises, including, but not limited to (construction), reconstruction, and maintenance of the road.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law; Provided: That the easement, or segment thereof, shall not be terminated for nonuse as long as the road, or segment thereof, is being preserved for prospective future use.

IN WITNESS WHEREOF, the Grantor, by its \_\_\_\_\_ (Title), Forest Service, has executed this easement pursuant to the delegation of authority to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, dated August 22, 1984 (49 F.R. 34283), on the day and year first above written.

UNITED STATES OF AMERICA

(APPROPRIATE ACKNOWLEDGMENT)

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1/ Omit the word(s) in parentheses if not applicable.

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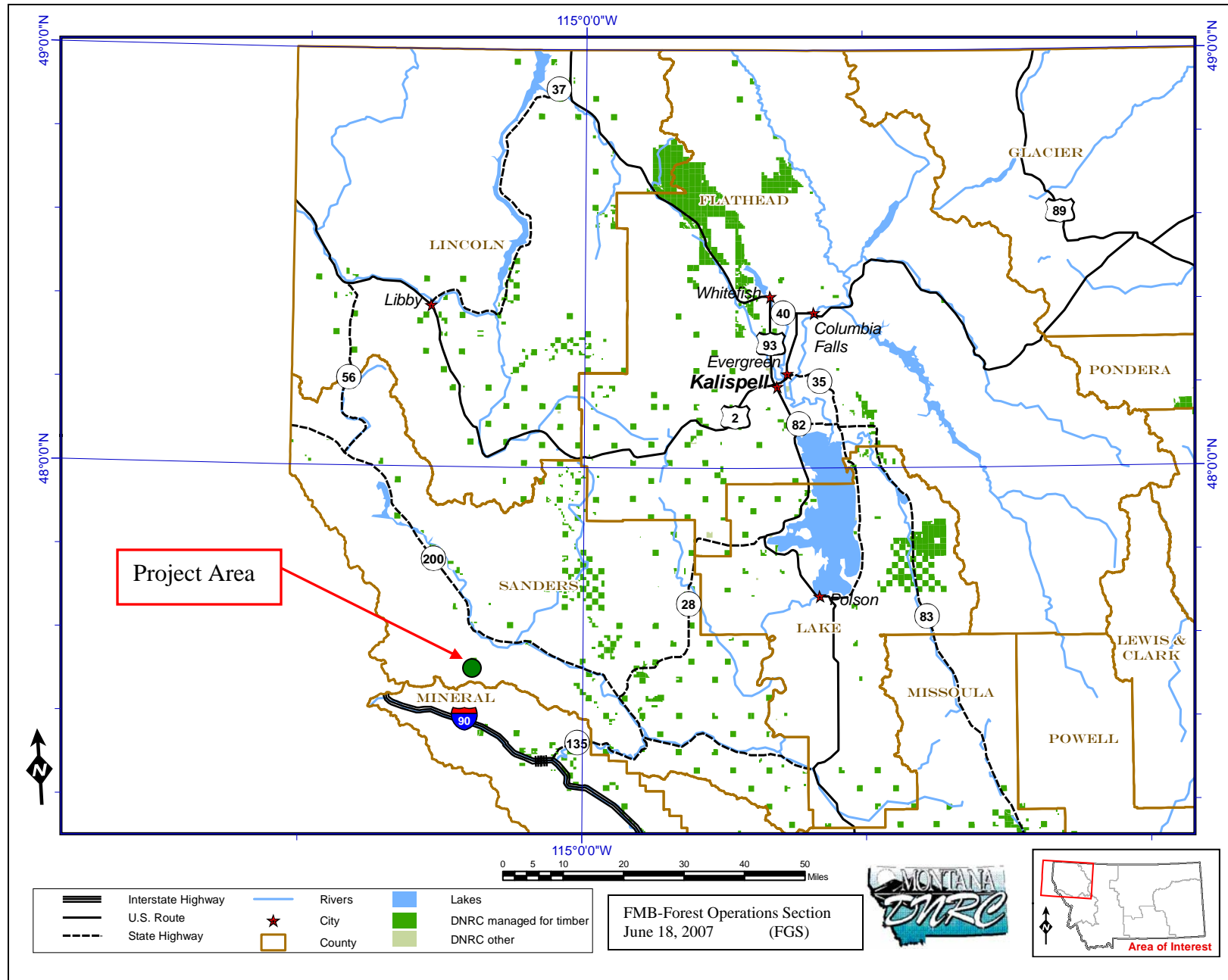
According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

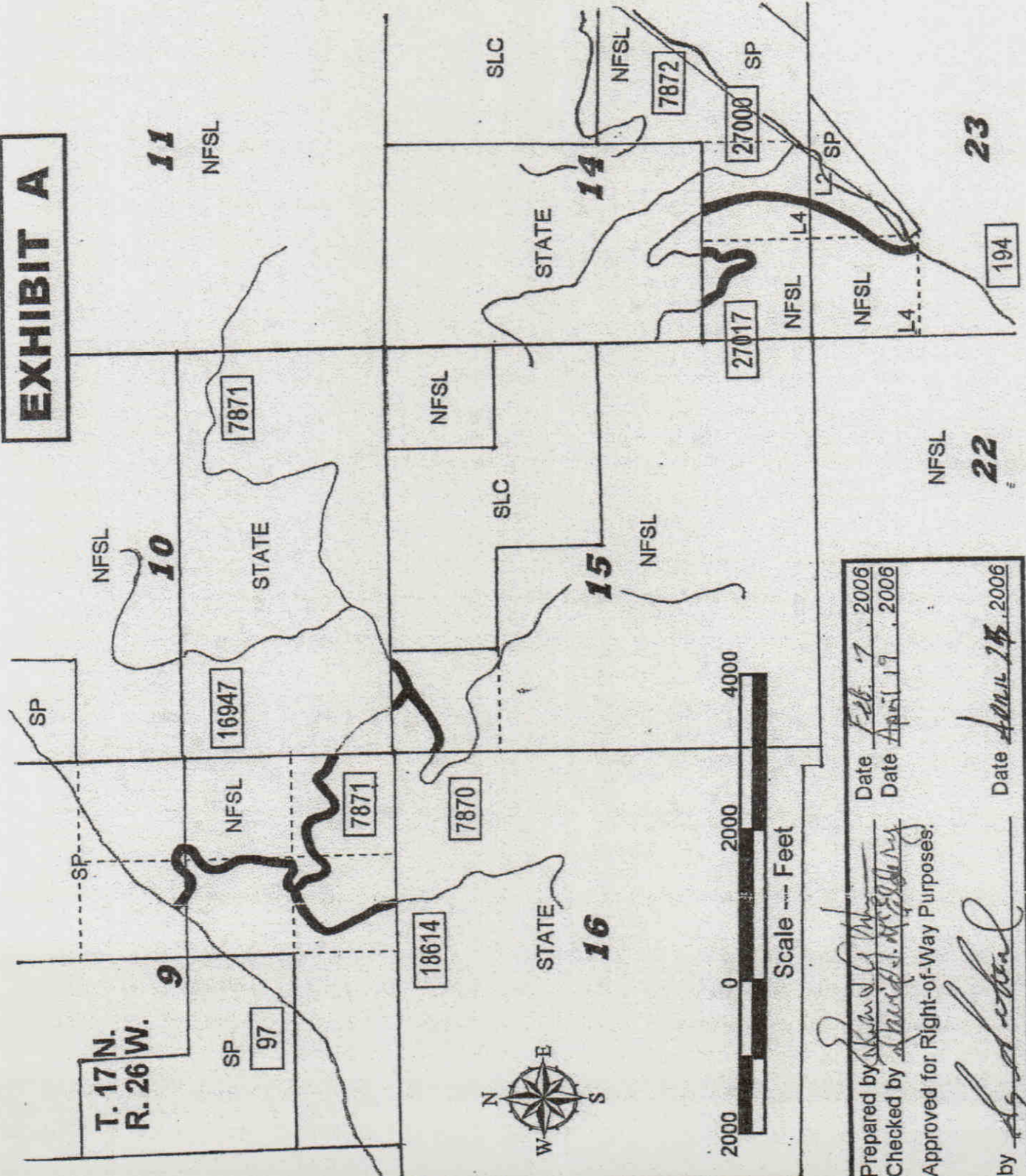
The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for this collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

# FLAT-PARDEE USFS COST-SHARE



# EXHIBIT A



Prepared by [Signature] Date Feb. 17, 2006  
 Checked by [Signature] Date April 17, 2006  
 Approved for Right-of-Way Purposes:  
 by [Signature] Date April 15, 2006

**State**  
ROAD RIGHT-OF-WAY  
AND USE

Supp  
FLA

Forest Service, State  
of Natural Reso

U.S.D.A. - Fore  
LOLO NA  
Superio  
Mineral  
Principal I

Rights-of-  
Road N  
Subdivi.  
NFSL  
STATE  
SLC  
SP

Based on USGS Quad  
Quinns Hot Sp

R/W Width: 33 ft. e:  
30 ft. e:

R/W Area: 19.36  
0.65



# EXHIBIT A

**State**  
ROAD RIGHT.  
AND USI

Sup  
**FLAT PA**

Forest Service, S  
of Natural Re:

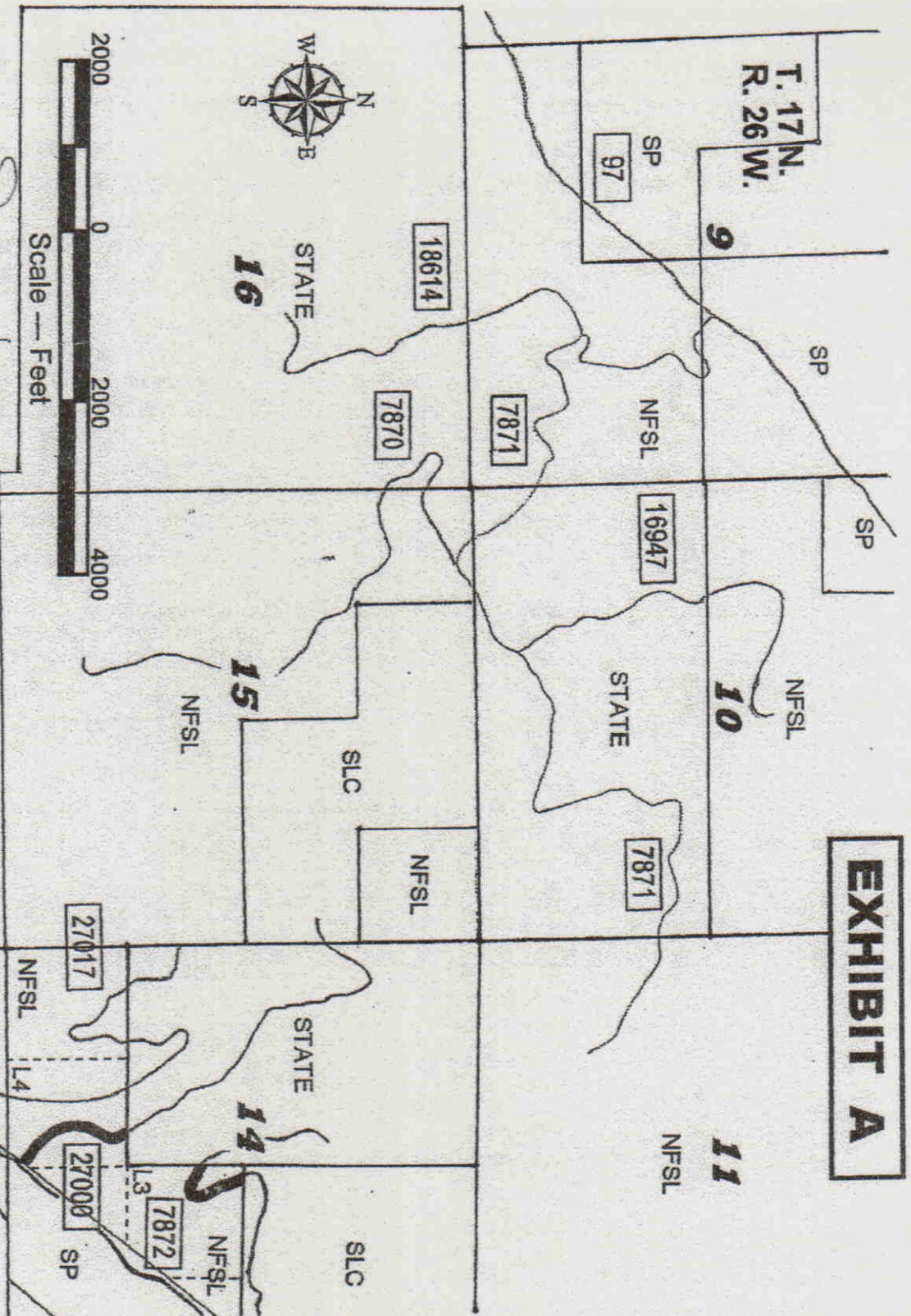
U.S.D.A. - Foi  
LOLO N  
Super  
Minera  
Principa

194  
Right: Road  
Road Subdi  
NFSL Nation  
STATE State  
SLC Stim  
SP Small

Based on USGS Qu  
Quinn's Hot S

R/W Width: 33 ft.

R/W Area: 4.0 a



Prepared by Donna C. H. Date Feb. 7, 2006  
Checked by Alana S. M. Date April 19, 2006  
Approved for Right-of-Way Purposes:

by [Signature] Date Apr 25, 2006



# EXHIBIT A

## State of Montana ROAD RIGHT-OF-WAY CO AND USE AGREEMENT

Supplement No  
FLAT PARDI

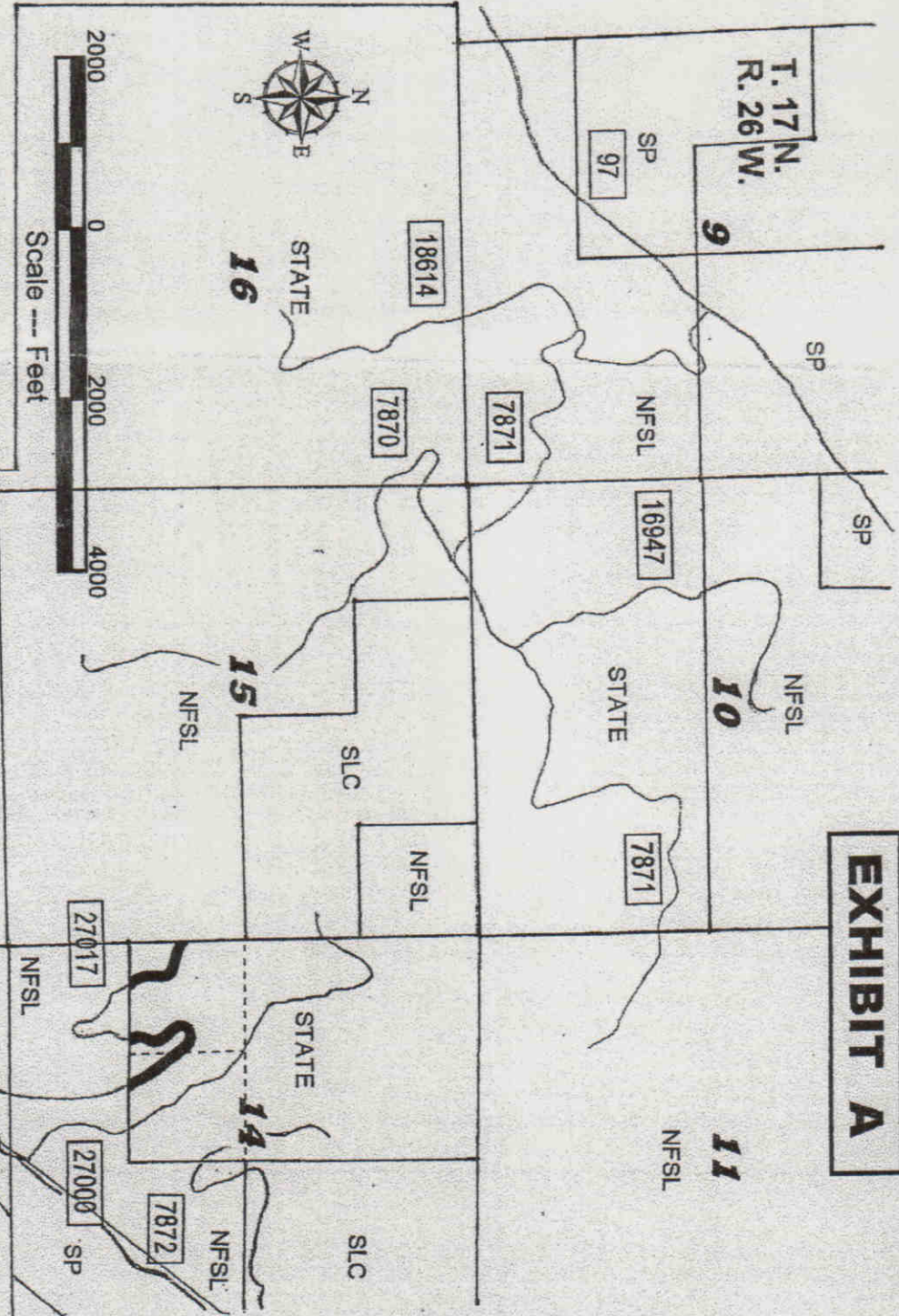
Forest Service, State of Montana  
of Natural Resources and  
U.S.D.A. - Forest Service  
LOLO NATIONAL FOREST  
Superior Ranger District  
Mineral County, Montana  
Principal Meridian,

### LEGEND

-  Rights-of-Way Grade
-  Road Number Subdivision Lines
- NFSL National Forest System
- STATE State of Montana
- SLC Stimson Lumber Company
- SP Small Private

Based on USGS Quads (1992):  
Quinn's Hot Springs, Superior  
R/W Width: 33 ft. each side of  
R/W Area: 3.84 acres (State)

Prepared by [Signature] Date 3/20/2006  
Checked by [Signature] Date April 19, 2006  
Approved for Right-of-Way Purposes:  
by [Signature] Date June 15, 2006





# EXHIBIT A

## State of Montana ROAD RIGHT-OF-WAY CON AND USE AGREEMENT

Supplement No.  
**FLAT PARDEE**

Forest Service, State of Montana  
of Natural Resources and (

U.S.D.A. - Forest Service -  
LOLO NATIONAL FC  
Superior Ranger Di  
Mineral County, Mo  
Principal Meridian, M

### LEGEND

	Rights-of-Way Gran
	Road Number
	Subdivision Lines
NFSL	National Forest Syst
STATE	State of Montana
SLC	Stimson Lumber Co
SP	Small Private

Based on USGS Quads (1992): K  
Quinn's Hot Springs, Superi

R/W Width: 30 ft. each side of c

R/W Area: 15.40 acres (State)

Prepared by David J. Hume Date 3-6, 2006  
 Checked by David J. Hume Date April 19, 2006  
 Approved for Right-of-Way Purposes:  
 by David J. Hume Date April 25, 2006

